

**AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE KYRGYZ REPUBLIC
REGARDING THE TRANSIT CENTER AT MANAS INTERNATIONAL
AIRPORT AND ANY RELATED FACILITIES/REAL ESTATE**

1. Purpose. This Agreement is reached between the Government of the United States of America (hereinafter "the United States") and the Government of the Kyrgyz Republic (hereinafter "the Kyrgyz Republic") (hereinafter referred to collectively as "the Parties") for reimbursement for support provided by the Kyrgyz Republic to United States forces consistent with the Agreement for Cooperation between the Government of the United States of America and the Government of the Kyrgyz Republic, dated May 13, 2009, in the form of continuing access to and use by United States personnel, Department of Defense (DoD) contractors, and DoD contractor personnel, as those terms are used in the *Agreement for Cooperation between the Government of the United States of America and the Government of the Kyrgyz Republic*, signed May 13, 2009, of the Transit Center at Manas International Airport and any related facilities/real estate in the territory of the Kyrgyz Republic, and for other logistic support for United States military operations.

2. Definition. The following definition applies for the purposes of this Protocol: "Manas International Airport and any related facilities/real estate" means all plots of land, structures, installations, and related utilities, which are located at or near Manas International Airport or elsewhere in the territory of the Kyrgyz Republic and provided for use by the United States Department of Defense.

3. Access and Use. The Kyrgyz Republic shall grant continuing and unrestricted access to and use of the Transit Center at Manas International Airport and any related facilities/real estate in the territory of the Kyrgyz Republic for use by United States personnel, DoD contractors, and DoD contractor personnel and equipment. The United States and the Kyrgyz Republic intend to establish joint manning of entry control points at the Transit Center at Manas International Airport and any related facilities/real estate.

4. Overflight and Air Traffic Control. The Kyrgyz Republic shall grant unrestricted overflight and provide uninterrupted air traffic control services

for United States Government aircraft and civil aircraft that are at the time owned or operated exclusively for the United States Department of Defense.

5. Landing and Parking Fees at Manas International Airport. With respect to Article 3 of the Agreement for Cooperation between the Government of the United States of America and the Government of the Kyrgyz Republic, dated May 13, 2009, the United States Government has determined that Manas International Airport is currently designated, in accordance with United States Government policy, as a commercial airport and, as such, the United States shall continue to pay reasonable fees, based upon International Civil Aviation Organization (ICAO) standards, for landing and parking of aircraft owned or operated exclusively for the United States Department of Defense at Manas International Airport.

6. Improvements to Manas International Airport. The United States shall, with the approval of the Kyrgyz Republic, undertake a construction project to build a new aircraft parking ramp and a cargo pad at Manas International Airport. The United States anticipates that the cost of this construction project will be approximately thirty-six million six hundred thousand United

States dollars (\$36,600,000). The United States is also exploring the potential for undertaking additional improvements to Manas International Airport and the air navigation system within the Kyrgyz Republic.

7. Local Procurement. The United States shall contract with Kyrgyz companies for the fulfillment of contracts related to the Transit Center at Manas International Airport to the maximum extent feasible when their bids are competitive and constitute the best value to the United States and in accordance with the laws and regulations of the United States. The United States also shall provide periodic information sessions for Kyrgyz companies interested in learning about bidding for United States contracts at the Transit Center at Manas International Airport.

8. Protecting the Environment. The Parties shall implement this Agreement in a manner consistent with protecting the natural environment and human health and safety. Accordingly, the Parties shall establish a joint United States-Kyrgyz Republic Environmental Survey Team to examine environmental issues and make recommendations in the future.

9. Payment. As reimbursement for access to and use of the Transit Center at Manas International Airport and any related facilities/real estate in the territory of the Kyrgyz Republic and for other mutually agreed logistic support provided to United States military operations during the one-year period following the date of entry into force of this Agreement, and subject to United States law and the availability of United States appropriations for these purposes, the United States shall pay to the Kyrgyz Republic the sum of sixty million United States dollars (\$60,000,000) per year, to be paid in quarterly installments each year that this Agreement remains in effect.

A. All payments shall be made to the Government of the Kyrgyz Republic.

B. The payment amount under this Agreement is the entire sum payable to the Kyrgyz Republic for support provided to the United States for access to and use of the Transit Center at Manas International Airport and any related facilities/real estate and for other mutually agreed logistic support for United States military operations. The payment amount to be made under this Agreement has no effect on payments due under existing agreements or arrangements currently in effect or any other side arrangements or notes associated herewith.

10.Entry into Force. The Parties shall exchange diplomatic notes indicating that each has completed its internal procedures for this Agreement to enter into force. This Agreement shall enter into force on the date of the later note or July 14, 2009, whichever is later.

11.Effective Period and Renewal. This Agreement has effect until July 13, 2010, unless the United States exercises the option to renew it annually by providing the Kyrgyz Republic written notice of its desire to renew it no less than 90 days in advance of the end date of the previous one-year period. The Kyrgyz Republic shall permit the United States to renew this Agreement annually, without reconsideration of terms or payment amount, for a total period of five years. The Kyrgyz Republic shall permit the United States to renew this Agreement beyond the five-year period upon reconsideration of terms and payment amount.

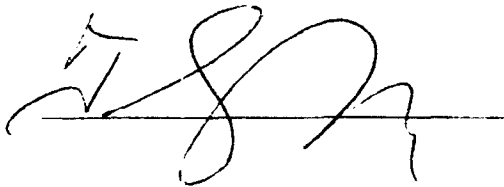
12.End of Effective Period. Following expiration of the initial term, the United States or the Kyrgyz Republic may withdraw from this Agreement upon 180 days written notice. Should the United States or the Kyrgyz Republic withdraw from this Agreement prior to the expiration of any annual option periods, the United States shall reimburse the Kyrgyz Republic for support provided up to the date of actual termination.

13.Revisions. This Agreement may be revised only by written consent of the Parties.

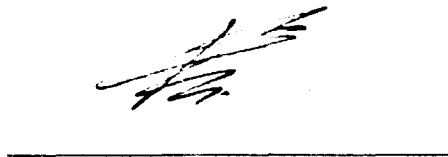
14.Relationship to Current Agreements. This Agreement does not modify or supersede any current agreements, arrangements, or notes signed by the United States in furtherance of United States use or access to facilities/real estate in the territory of the Kyrgyz Republic. Further, this Agreement succeeds the Protocol of Intentions signed by the United States and the Kyrgyz Republic on July 14, 2006.

Signed in duplicate in Bishkek this 13th day of May, 2009, in the English and Russian languages, each text being equally authentic.

**For the Government of the
United States of America:**

A handwritten signature in black ink, appearing to be a stylized 'J' followed by a large loop and a trailing flourish, positioned above a horizontal line.

**For the Government of the
Kyrgyz Republic:**

A handwritten signature in black ink, consisting of several sharp, intersecting strokes, positioned above a horizontal line.